



Memorandum of Understanding

This Memorandum of Understanding (MOU) is between the below listed Mentor and Protégé participating in the Caltrans Central Region Mentor-Protégé Program, also known as Calmentor.

Mentor:		
Address:		
City/Zip:		
Contact Person:		
Phone Numbers:	Work:	Mobile:
Email Address:		
Contact Person 2:		
Phone/Email:		
Business Focus:	1.	
	2.	

Protégé:		
Address:		
City/Zip:		
Contact Person:		
Phone Numbers:	Work:	Mobile:
Email Address:		
Contact Person 2:		
Phone/Email:		
Business Focus:	1.	
	2.	

A. Preamble

As a participant in the Central Region Calmentor Program, we shall use our ability in an atmosphere of enthusiasm and mutual professionalism, to strengthen the Architectural & Engineering (A&E) community as it relates to the transportation industry in a manner that is beneficial and effective for all parties, which meets the stated mission, goals and objectives of the program and provides maximum benefit to the community. The Central Region Calmentor Program is consistent with the Governor's Executive Order No. S-11-06 on Small Business participation in the State of California procurement and contracting processes to meet or exceed the currently mandated small business participation goals.

B. Relationships

The relationships among Mentors, Protégés and Caltrans Central Region Calmentor Steering Committee are all voluntary. Participating parties will foster open, candid and timely communications for mutual business benefit.

C. Commitments

The Mentor is committed to providing an adequate amount of time to help the Protégé achieve the agreed upon goals. The Protégé is committed to keeping the Mentor fully informed on their progress towards the agreed upon goals. Caltrans Central Region Calmentor Steering Committee Members are committed to coordinating, facilitating and evaluating the program. Each will act with a sense of urgency and mutual respect for each other's time.

D. Developing Goals

In developing goals for the MOU please keep in mind that they need to be Specific, Measurable, Attainable, Relevant, and Timely (SMART). There is no limit to the number of goals that can be agreed upon between the Mentor and Protégé, but the goals should be SMART and able to be completed within a one year period of time. The following are examples of multiple SMART goals:

- a. Mentor and Protégé will meet on a monthly basis to discuss and work on specific items pertaining to: 1) SF330, 2) business development plans, 3) 1-3-5 year business plan, 4) strategic capture plans, 5) cash flow, 6) insurance/bonding, 7) website, and 8) PowerPoint presentations.
- b. Mentor and Protégé will complete a quarterly report on the progress of the MOU and submit the completed report on a timely basis for review and presentation at the quarterly Calmentor meetings.
- c. Mentor and Protégé will introduce each other to three new relationships within the term (one year) of the MOU.
- d. Mentor and Protégé will attend quarterly Calmentor meetings.

E. Preparation of Mentor-Protégé Quarterly and Annual Report

The Mentor and Protégé shall use its reasonable and best efforts in completing the Central Region Calmentor Program "MOU Pairing Evaluation Form" on a quarterly basis. The MOU Pairing Evaluation Form will be issued to each paired Mentor and Protégé by the Steering Committee on a quarterly basis which is to be completed and returned to the Steering Committee in a timely basis for evaluation and guidance if appropriate. Four consecutive quarterly reports shall constitute an annual report. The MOU Pairing Evaluation Form is attached.

F. Assessment of the Protégé Needs

In assessing the Protégé's needs the following are examples of the areas that may need assessment by the Mentor to determine the goals of the MOU.

- a. Management and technical assistance:
- b. Financial assistance:
- c. Business development assistance:
- d. General assistance:

G. Assistance to be Provided to Protégé by Mentor

Mentor agrees to assist the Protégé to fully develop the assessed needs as described in paragraph F above. The following are examples:

- a. Management and technical assistance. The Mentor will...
- b. Financial assistance. The Mentor will...
- c. Business development assistance. The Mentor will...
- d. General assistance. The Mentor will...

H. MOU Goals

The goals developed between the Mentor and Protégé will be defined in this MOU. Please list the MOU goals in the area below.

1. MOU Goals for the Mentor:

- a.
- b.
- c.
- d.
- e.

2. MOU Goals for the Protégé:

- a.
- b.
- c.
- d.
- e.

3. MOU Goals for the Caltrans Central Region Calmentor Steering Committee:

- a. Provide oversight
- b. Facilitate support services
- c. Identify contracting opportunities
- d. Run Committee Meetings
- e. Receive and compile Status and Progress Reports
- f. Approve the MOU

I. Confidential and Non-Disclosure

In carrying out the terms of this MOU, it may be necessary for the parties to provide proprietary data or information to one another. To the extent that such data or information is so identified in writing by the disclosing party at the time of the exchange, the receiving party agrees to hold such proprietary information in the strictest confidence for a period of three (3) years from the date of this MOU, and further agrees that, within that period of time, it will not use any such proprietary data or information, except in connection with this Mentor-Protégé MOU, and will not disclose any such proprietary data or information to any third party, unless authorized in writing by the disclosing party.

The provisions of this paragraph shall not apply to data or information that: (i) was in the public domain at the time it was disclosed; or (ii) is disclosed pursuant to the order of a court of competent jurisdiction; or (iii) becomes part of the public domain without breach of this MOU; or (iv) is disclosed with the written approval of the disclosing party; or (v) is disclosed after three (3) years from receipt of the information; or (vi) was independently developed by the receiving party; or (vii) is or was disclosed by the disclosing party to a third party without restriction.

The standard of care imposed on the receiving party for such proprietary data or information will consist of at least the same level of effort the receiving party employs to avoid unauthorized use, disclosure or dissemination of its own proprietary matters of similar value and sensitivity. The receiving party shall not be liable for the inadvertent or accidental disclosure of proprietary information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own proprietary data or information.

J. Non-Recruitment—Non-Aggression

Mentor and Protégé may include a paragraph here. Note, however, that the California Business and Professions Code §16600 states that any agreement that restrains an individual from working is unenforceable as a matter of law. While California courts will protect an employer against unfair competition and misappropriation of trade secrets, they will not enforce a restrictive covenant preventing an employee's right to work.

K. Term and Termination of the MOU

The Mentor agrees to provide the assistance identified in paragraph F to the Protégé for a period of at least one year. Continuation of the MOU is contingent upon Caltrans Central Region Calmentor Steering Committee review of the progress reports, as part of its annual review of the program.

A Protégé is granted Graduate Status after the successful attainment of the stated MOU goals within a one year period of time.

Should a Protégé not attain the goals stated in the MOU at the end of a one year period of time the Protégé may submit a request to the Steering Committee for an extension of the MOU with concurrence of the Mentor.

This MOU may be terminated as follows:

- a. Voluntary Termination by the Mentor. The Mentor may voluntarily terminate this MOU if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and Central Region Calmentor Secretary in writing at least 30 days prior to the termination date.

- b. Voluntary Termination by the Protégé. The Protégé may voluntarily terminate this MOU if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The Protégé shall notify the Mentor and Central Region Calmentor Secretary in writing at least 30 days prior to the termination date.
- c. Termination by the Central Region Calmentor Steering Committee. This committee may decide not to approve continuation of the MOU if it finds that the Mentor has not provided the assistance set forth in this MOU or that the assistance has not resulted in any material benefit or developmental gains to the Protégé or that the Protégé is not actively fulfilling its own obligation under this MOU.

L. Effective Date

This MOU is effective upon approval by the Central Region Calmentor Steering Committee for a period of one year. This MOU is renewable in one-year options while the Protégé is a certified SBE, DBE or DVBE and provided the Central Region Calmentor Steering Committee approves the continuation of the relationship consistent with the outcome of the MOU/program review.

M. Approval:

Each undersigned below certifies that he or she fully read and adheres to the terms and conditions of the above Memorandum of Understanding and its attachment.

Mentor:	Protégé:
Reviewed & Approved by:	Reviewed & Approved by:
Signature:	Signature:
Date:	Date:

Central Region Calmentor Chairperson (or Designee):
Reviewed & Approved by:
Signature
Date:

NOTE: Upon completion, please file this MOU with the Caltrans Contract Manager

**Central Region Calmentor Program
MOU Pairing Evaluation Form**

Instructions: The MOU Pairing Evaluation Form is to be completed on a quarterly basis by the Mentor and Protégé separately to evaluate the progress towards achieving the goals described in the MOU. In the space provided below, please provide an update on the progress on each of the stated goals in your MOU. Please return the completed evaluation form to gong@dot.ca.

MENTOR	PROTÉGÉ
Company	Company
Contact	Contact
Telephone	Telephone
Email	Email

EVALUATION OF MOU GOALS

Goal 1:

Goal 2:

Goal 3:

Goal 4:

Goals 5:

Company_____ **Sign**_____ **Date**_____